

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   14</b>	
2 AMENDMENT/MODIFICATION NO <b>P00024</b>		3 EFFECTIVE DATE <b>12-Feb-2015</b>		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY (25321) ORLANDO FL 32826		CODE <b>N61340</b>		7 ADMINISTERED BY (If other than item 6) CHIEF OF NAVAL AIR TRAINING 250 LEXINGTON BLVD. SUITE 102 CORPUS CHRISTI TX 78419-5041		CODE <b>N63110</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CUBIC WORLDWIDE TECHNICAL SERVICES, NC TOM T MMINS 2200 HISTORIC DECATUR ROAD, SUITE 200 SAN DIEGO CA 92106-6133				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N61340-13-C-7503</b>			
				X 10B. DATED (SEE ITEM 13) <b>12-Mar-2013</b>			
CODE <b>0K831</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) <b>252.232-7007</b>							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>tomlin15374</b> The purpose of this modification is to add incremental funding for the Month of March and add Premium Time. See Page 2 Continuation page for further details.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KATHLEEN C DOUGHERTY / DEPUTY BRANCH HEAD, AR-253 TEL: 407-390-8189 EMAIL: kathleen.dougherty@navymil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Kathleen C. Dougherty</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>13-Feb-2015</b>	
(Signature of person authorized to sign)							

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 150103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
150103	CIS - NAS MERIDIAN, MS FFP Task 1E FOB: Destination PURCHASE REQUEST NUMBER: 1300441965-0005				\$0.00
NET AMT					\$0.00
ACRN AC CIN: 130044196500006					\$ [REDACTED]

SUBCLIN 150203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
150203	CIS - NAS KINGSVILLE, TX FFP Task 2C FOB: Destination PURCHASE REQUEST NUMBER: 1300441965-0005				\$0.00
NET AMT					\$0.00
ACRN AC CIN: 130044196500006					\$ [REDACTED]

SUBCLIN 150303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
150303					\$0.00

CIS - NAS CORPUS CHRISTI, TX

FFP

Task 3G

FOB: Destination

PURCHASE REQUEST NUMBER: 1300441965-0005

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NET AMT	\$0.00
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ACRN AC

CIN: 130044196500006

\$ [REDACTED]

SUBCLIN 150503 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
150503					\$0.00

CIS - NAS PENSACOLA, FL

FFP

Task 7A

FOB: Destination

PURCHASE REQUEST NUMBER: 1300441965-0005

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NET AMT	\$0.00
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ACRN AC

CIN: 130044196500006

\$ [REDACTED]

SUBCLIN 150603 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
150603					\$0.00

CIS - NAS PENSACOLA, FL

FFP

Task 8B

FOB: Destination

PURCHASE REQUEST NUMBER: 1300441965-0005

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NET AMT

\$0.00

ACRN AC

CIN: 130044196500006

\$ [REDACTED]

SUBCLIN 150703 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
150703					\$0.00

Schedulers - NAS Pensacola

FFP

Task 11

FOB: Destination

PURCHASE REQUEST NUMBER: 1300441965-0005

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NET AMT

\$0.00

ACRN AC

CIN: 130044196500006

\$ [REDACTED]

SUBCLIN 150903 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
150903					\$0.00

CIS - NAS PENSACOLA, FL

FFP

Task 6B

FOB: Destination

PURCHASE REQUEST NUMBER: 1300441965-0005

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NET AMT

\$0.00

ACRN AC

CIN: 130044196500006

\$ [REDACTED]

SUBCLIN 151103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
151103					\$0.00

CIS - NAS Whiting Field

FFP

Task 9F

FOB: Destination

PURCHASE REQUEST NUMBER: 1300441965-0005

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NET AMT

\$0.00

ACRN AC

CIN: 130044196500006

\$ [REDACTED]

SUBCLIN 151202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
151202					\$0.00

CIS - NAS Whiting Field

FFP

Task 10D

FOB: Destination

PURCHASE REQUEST NUMBER: 1300441965-0005

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NET AMT

\$0.00

ACRN AC

CIN: 130044196500006

\$ [REDACTED]

SUBCLIN 152002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
152002					\$0.00

PREMIUM TIME - NAS MERIDIAN, MS

FFP

[REDACTED] hours

FOB: Destination

PURCHASE REQUEST NUMBER: 1300441965-0005

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NET AMT

\$0.00

ACRN AC

CIN: 130044196500006

\$ [REDACTED]

SUBCLIN 152202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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152202

PREMIUM TIME - NAS CORPUS CHRISTI, TX  
FFP  
[REDACTED] hours  
FOB: Destination  
PURCHASE REQUEST NUMBER: 1300441965-0005

\$0.00

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NET AMT

\$0.00

ACRN AC  
CIN: 130044196500006

\$ [REDACTED]

SUBCLIN 152304 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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152304

PREMIUM TIME - NAS WHITING FIELD, FL  
FFP  
[REDACTED] hours  
FOB: Destination  
PURCHASE REQUEST NUMBER: 1300441965-0005

\$0.00

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NET AMT

\$0.00

ACRN AC  
CIN: 130044196500006

\$ [REDACTED]

SUBCLIN 152402 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
152402	PREMIUM TIME - NAS PENSACOLA, FL FFP [REDACTED] hours FOB: Destination PURCHASE REQUEST NUMBER: 1300441965-0005				\$0.00

NET AMT

\$0.00

ACRN AC

CIN: 130044196500006

\$ [REDACTED]

## SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 150103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 150203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 150303:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 150503:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 150603:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 150703:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 150903:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government



The following Acceptance/Inspection Schedule was added for SUBCLIN 151103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 151202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 152002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 152202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 152304:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 152402:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

#### SECTION G - CONTRACT ADMINISTRATION DATA

##### Accounting and Appropriation

##### Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,405,575.00 from \$44,464,610.17 to \$46,870,185.17.

SUBCLIN 150103:

Funding on SUBCLIN 150103 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$

Total: \$

Cost Code: 631105BC340Q

SUBCLIN 150203:

Funding on SUBCLIN 150203 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631105BC340Q

SUBCLIN 150303:

Funding on SUBCLIN 150303 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631105BC340Q

SUBCLIN 150503:

Funding on SUBCLIN 150503 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631105BC340Q

SUBCLIN 150603:

Funding on SUBCLIN 150603 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631105BC340Q

SUBCLIN 150703:

Funding on SUBCLIN 150703 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631105BC340Q

SUBCLIN 150903:

Funding on SUBCLIN 150903 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631105BC340Q

SUBCLIN 151103:

Funding on SUBCLIN 151103 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631105BC340Q

SUBCLIN 151202:

Funding on SUBCLIN 151202 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$

Total: \$

Cost Code: 631105BC340Q

SUBCLIN 152002:

Funding on SUBCLIN 152002 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$

Total: \$

Cost Code: 631105BC340Q

SUBCLIN 152202:

Funding on SUBCLIN 152202 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$

Total: \$

Cost Code: 631105BC340Q

SUBCLIN 152304:

Funding on SUBCLIN 152304 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$

Total: \$

Cost Code: 631105BC340Q

SUBCLIN 152402:

Funding on SUBCLIN 152402 is initiated as follows:

ACRN: AC

CIN: 130044196500006

Acctng Data: 1751804 70AE 252 57025 T 068566 2D CAA016

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631105BC340Q

The following have been modified:

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

1. (a) The III Lot CLIN's 1501 through 1512 are incrementally funded. For these item(s), the sum of \$13,283,618 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such

equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Monthly

(End of Summary of Changes)